

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of: Frampton E. Ellis, III	:	Group Art Unit: 3829
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Application No.: 10/690,933	:	Examiner: Marie D. Patterson
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Filed: October 22, 2003	:	Atty Docket No.: ANAT-3USDIV12
	:	
For: SHOE SOLE STRUCTURES	:	Confirmation No.: 6928

Mail Stop AF  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

**TERMINAL DISCLAIMER**

Petitioner ("assignee") Anatomic Research, Inc., a Virginia corporation, whose post office address is 2895 South Abingdon Street, Suite B2, Arlington, Virginia 22206, represents, through its attorneys, that it is the assignee of the entire right, title, and interest in and to the above-identified application, U.S. Patent Application No. 10/690,933, filed on October 22, 2003, for "SHOE SOLE STRUCTURES," in the name of Frampton E. Ellis, III, by virtue of an assignment recorded on January 18, 2002, at Reel 012513/Frame 0190. Evidentiary documents have been reviewed and the assignee certifies, to the best of assignee's knowledge and belief, title is in the name of assignee seeking to file this Terminal Disclaimer.

Assignee, Anatomic Research, Inc., hereby disclaims, under the provisions of 37 C.F.R. § 1.321, the terminal part of any patent granted on the above-identified application, U.S. Patent Application No. 10/690,933, which would extend beyond the earliest of the expiration date of the full statutory term, as presently shortened by any terminal disclaimer, of United States Patent No. 6,708,424. Assignee hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent No. 6,708,424.

Assignee does not disclaim the terminal part of any patent granted on above-identified application number 10/690,933, which would extend beyond the expiration date of the full statutory term, as presently shortened by any terminal disclaimer, of United States Patent No. 6,708,424 in the event such patent expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole under 35 U.S.C. §253 and 37 C.F.R. §1.321(a), has all claims canceled by a reexamination certificate, is reissued, or is otherwise terminated prior to the expiration of its full statutory term, as presently shortened by any terminal disclaimer, except for separation of legal title as stated above.

Assignee, also disclaims, under the provisions of 37 C.F.R. § 1.321, the terminal part of any patent granted on the above-identified application, U.S. Patent Application No. 10/690,933, which would extend beyond the earliest of the expiration date of the full statutory term, as presently shortened by any terminal disclaimer, of United States Patent No. 6,729,046. Assignee hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent No. 6,729,046.

Assignee does not disclaim the terminal part of any patent granted on above-identified application number 10/690,933, which would extend beyond the expiration date of the full statutory term, as presently shortened by any terminal disclaimer, of United States Patent No. 6,729,046 in the event such patent expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole under 35 U.S.C. §253 and 37 C.F.R. §1.321(a), has all claims canceled by a reexamination certificate, is reissued, or is otherwise terminated prior to the expiration of its full statutory term, as presently shortened by any terminal disclaimer, except for separation of legal title as stated above.

Assignee, also disclaims, under the provisions of 37 C.F.R. § 1.321, the terminal part of any patent granted on the above-identified application, U.S. Patent Application No. 10/690,933, which would extend beyond the earliest of the expiration date of the full statutory term, as presently shortened by any terminal disclaimer, of United States Patent No. 6,748,674. Assignee hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent No. 6,748,674.

Assignee does not disclaim the terminal part of any patent granted on above-identified application number 10/690,933, which would extend beyond the expiration date of the full statutory term, as presently shortened by any terminal disclaimer, of United States Patent No. 6,748,674 in the event such patent expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole under 35 U.S.C. §253 and 37 C.F.R. §1.321(a), has all claims canceled by a reexamination certificate, is reissued, or is otherwise terminated prior to the expiration of its full statutory term, as presently shortened by any terminal disclaimer, except for separation of legal title as stated above.

Assignee, also disclaims, under the provisions of 37 C.F.R. § 1.321, the terminal part of any patent granted on the above-identified application, U.S. Patent Application No. 10/690,933, which would extend beyond the earliest of the expiration date of the full statutory term, as presently shortened by any terminal disclaimer, of United States Patent No. 6,810,606. Assignee hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent No. 6,810,606.

Assignee does not disclaim the terminal part of any patent granted on above-identified application number 10/690,933, which would extend beyond the expiration date of the full statutory term, as presently shortened by any terminal disclaimer, of United States Patent No. 6,810,606 in the event such patent expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole under 35 U.S.C. §253 and 37 C.F.R. §1.321(a), has all claims canceled by a reexamination certificate, is reissued, or is otherwise terminated prior to the expiration of its full statutory term, as presently shortened by any terminal disclaimer, except for separation of legal title as stated above.

Assignee further disclaims, under the provisions of 37 C.F.R. § 1.321, the terminal part of any patent granted on the above-identified application, U.S. Patent Application No. 10/690,933, which would extend beyond the earliest of the expiration date of the full statutory term, as presently shortened by any terminal disclaimer, of United States Patent No. 6,629,376. Assignee hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent No. 6,629,376.

Assignee does not disclaim the terminal part of any patent granted on above-identified application number 10/690,933, which would extend beyond the expiration date of the full statutory term, as presently shortened by any terminal disclaimer, of United States Patent No. 6,629,376 in the event such patent expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole under 35 U.S.C. §253 and 37 C.F.R. §1.321(a), has all claims canceled by a reexamination certificate, is reissued, or is otherwise terminated prior to the expiration of its full statutory term, as presently shortened by any terminal disclaimer, except for separation of legal title as stated above.

Assignee further disclaims, under the provisions of 37 C.F.R. § 1.321, the terminal part of any patent granted on the above-identified application, U.S. Patent Application No. 10/690,933, which would extend beyond the earliest of the expiration date of the full statutory term, as presently shortened by any terminal disclaimer, of United States Patent No. 6,591,519. Assignee hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent No. 6,591,519.

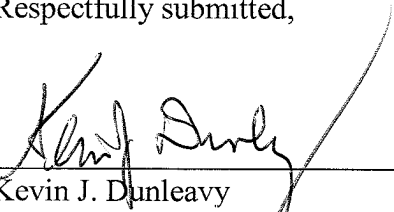
Assignee does not disclaim the terminal part of any patent granted on above-identified application number 10/690,933, which would extend beyond the expiration date of the full statutory term, as presently shortened by any terminal disclaimer, of United States Patent No. 6,591,519 in the event such patent expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole under 35 U.S.C. §253 and 37 C.F.R. §1.321(a), has all claims canceled by a reexamination certificate, is reissued, or is otherwise terminated prior to the expiration of its full statutory term, as presently shortened by any terminal disclaimer, except for separation of legal title as stated above.

This agreement runs with any patent granted on the above-identified application and is to be binding upon the grantee, its successors or assigns.

If there is any other fee due in connection with the filing of this Terminal Disclaimer,  
please charge the fee to our Deposit Account No. 50-0462.

Respectfully submitted,

Date: May 22, 2006

  
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Kevin J. Dunleavy  
Registration No. 32,024

Customer No. 21302  
KNOBLE YOSHIDA & DUNLEAVY, LLC  
Eight Penn Center, Suite 1350  
1628 John F. Kennedy Blvd.  
Philadelphia, PA 19103  
Telephone: (215) 599-0600  
Facsimile: (215) 599-0601  
e-mail: kjdunleavy@patentwise.com